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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 23, 2002

RECORDATION NO. 19649-C FILED

DEC 23 '02 4-25 PM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated as of December 23, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which was previously filed with the Commission under Recordation Number 19649.

The names and addresses of the parties to the enclosed document are:

Lessor: Mellon Leasing Corporation
One Mellon Center
Pittsburgh, Pennsylvania 15228

Lessee: PNC Leasing, LLC
Two PNC Plaza
Pittsburgh, Pennsylvania 15222

Mr. Vernon A. Williams
December 23, 2002
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A description of the railroad equipment covered by the enclosed document
is:

Ninety-nine (99) railcars: NAHX 62197 – NAHX 62296 (excluding NAHX
62259) formerly designated within the series ADMX 55001 - ADMX 55100.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of this 22nd day of December 2002, is made by Mellon Leasing Corporation, a Pennsylvania corporation, with an address at Suite 4444, One Mellon Center, Pittsburgh, Pennsylvania 15258-0001 (the "Seller"), and PNC Leasing, LLC, a Delaware limited liability company, with an address at Two PNC Plaza, 13th Floor, Pittsburgh, PA 15222 ("Purchaser", and together with Seller, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Seller and Purchaser entered into that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of the date hereof;

WHEREAS, under the Assignment and Assumption Agreement, Seller assigned and Purchaser assumed all of Seller's present and future rights, obligations and interest in, to and under the Transaction Documents (as defined in the Assignment and Assumption Agreement), including but not limited to, the all of the right, title, and interest of the "Lessor" under that certain Master Lease Agreement, dated as of September 1, 1995, between Mellon Financial Services Corporation #3, as Lessor, and Kyle Railroad Company, as Lessee (the "Master Lease"), together with Equipment Lease Schedule No. 1, dated September 29, 1995, relating to 5,161 cu. ft. covered hopper cars built by Trinity Industries, 99 in number, bearing road numbers NAHX 62197-62296, both inclusive, but excluding NAHX 62259, as described in a Memorandum of Equipment Lease filed with the Interstate Commerce Commission on October 4, 1995, and assigned Recordation No. 19649, which Memorandum of Equipment Lease was amended by Amendment to Memorandum of Equipment Lease, dated as of August 10, 1998, and filed with the Surface Transportation Board on November 4, 1998, being assigned Recordation No. 19649-B.

WHEREAS, the Parties wish to show for the public record the existence of the aforementioned Assignment and Assumption Agreement, and the respective interests therein of the Parties and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument Seller hereby assigns to Purchaser the Lease and the related Transaction Documents, in accordance with the terms and conditions of the Assignment and Assumption Agreement, and Purchaser accepts such assignment in accordance with the terms and conditions of the Assignment and Assumption Agreement, which are incorporated by reference as if fully set forth herein.

RECORDATION NO.

19649-C FILED

DEC 23 '02

4-25 PM

SURFACE TRANSPORTATION BOARD

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

MELLON LEASING CORPORATION

By: 
Name: Michael F. Marks
Title: Vice President

PNC LEASING, LLC

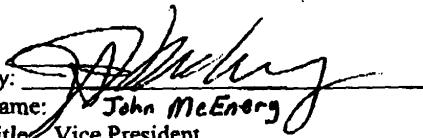
By: _____
Name:
Title: Vice President

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

MELLON LEASING CORPORATION

By: _____
Name: Michael F. Marks
Title: Vice President

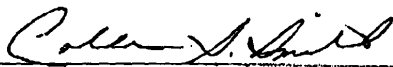
PNC LEASING, LLC

By: 
Name: John McEnery
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 20th day of December 2002 before me personally appears Michael F. Marks, to me personally known, who by me duly sworn, says that he is a Vice President of MELLON LEASING CORPORATION (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

[SEAL]
Notarial Seal
Colleen S. Smith, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 18, 2004
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this _____ day of December 2002, before me personally appears _____ to me personally known, who by me duly sworn, says that he is a Vice President of PNC LEASING, LLC (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

[SEAL]
My Commission expires:

)

On this _____ day of December 2002 before me personally appears Michael F. Marks, to me personally known, who by me duly sworn, says that he is a Vice President of MELLON LEASING CORPORATION (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

[SEAL]

My Commission expires:

;

On this 20 day of December 2002, before me personally appears John McAnney to me personally known, who by me duly sworn, says that he is a Vice President of PNC LEASING, LLC (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

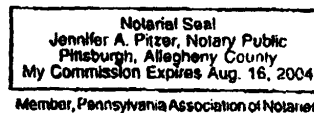
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer A. Pitzer
Notary Public

Notary Public

[SEAL]

My Commission expires: August 16, 2004



CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

12/23/02



Robert W. Alvord